DOCUMENT RESUME

ED 078 492 EA 004 989

AUTHOR Venn, Grant
TITLE Elements in a Model Contract for Superintendents.
PUB DATE 27 Feb 73
NOTE 5p.; Paper presented at American Association of School Administrators Annual Convention (105th, Atlantic City, New Jersey, February 24-28, 1973)

EDRS PRICE MF-$0.65 HC-$3.29
DESCRIPTORS Administrator Evaluation; *Administrator Responsibility; Administrator Selection; *Board Administrator Relationship; *Board of Education Policy; Board of Education Role; *Contracts; Fringe Benefits; Leadership; Speeches; Superintendent Role; *Superintendents
IDENTIFIERS Competency

ABSTRACT

The author discusses several major issues facing the nation that he feels necessitate new roles for schools and administrators. He claims that there are no more important decisions made by the board of education than the one concerning the selection and employment of a superintendent and the establishment of his working conditions, since it is he who will provide the leadership needed to produce quality education. The author proposes that the contract issue from a joint effort between the board and the prospective superintendent; and that it contain specific provisions relating to the conditions of employment, fringe benefits, duties and responsibilities of the board and the superintendent, and evaluation and renewal. (Author/WM)

FILMED FROM BEST AVAILABLE COPY

ED 078492

AMERICAN ASSOCIATION OF SCHOOL ADMINISTRATORS
105th Annual Convention
Atlantic City, N. J. February 24-28, 1973

SPEAKER: Grant Venn, Calloway Professor of Education, Georgia State University
TOPIC: Elements in a Model Contract for Superintendents

PLACE: Ballroom C, Holiday Inn

TIME: Tuesday, February 27, 2:30 P.M.

PROGRAM: Page #66 FOR RELEASE UPON DELIVERY

Most people agree it is unlikely that quality education will occur in a school district unless there is quality leadership. There is one person held responsible for this: the Superintendent of Schools. In the short and long run there are no more important decisions made by the Board of Education than its selection, employment and the establishment of working conditions for its Superintendent. These actions and the contract between the Board and the Superintendent form the basis for effective operational relationships.

The second most important factor are the conditions which the contract provides for the continual upgrading of the competencies of the Superintendent while he is on the job. One without the other is likely to cause a breakdown between the policy setting body, the Board of Education and its Chief Executive Officer, the Superintendent of Schools.

It would appear that the 1970's and 1980's will be the decades of the schools. The 1960's which primarily were years of experimentation in remedial and corrective programs for the undereducated have not proven to be the answer to the needs of either the individuals or the nation. The present crisis in education is a new look at education or at better ways to solve societal problems, even though the symptons of this new look appear to be hypercritical of the schools and their administrators. This premise, if correct, makes the contractual relations between the Superintendent and the Board of greater significance.

Issues Facing the Nation

The new look at the schools and education is developing new roles for both the schools and the administrator. The new roles, it seems to me, relate to several major issues facing the nation and thus each individual school district. The following list, although not inclusive, appears to be the areas of concern for both citizens and government.

EA 004 989

U.S. DEPARTMENT OF HEALTH, EDUCATION & WELFARE
NATIONAL INSTITUTE OF EDUCATION
THIS DOCUMENT HAS BEEN REPRODUCED EXACTLY AS RECEIVED FROM THE PERSON OR ORGANIZATION ORIGINATING IT. POINTS OF VIEW OR OPINIONS STATED DO NOT NECESSARILY REPRESENT OFFICIAL NATIONAL INSTITUTE OF EDUCATION POSITION OR POLICY

1) Discrimination or unequal opportunity. More and more, this is believed to revolve around the opportunity of everyone for equality of educational opportunity.

2) The generation gap or lack of youth involvement. Again, the schools are seen as the social institution best able to do something about this problem.

3) Lack of quality and relevance in education. This is not a new cry, but for the first time is truly felt to be a major area of educational reform and a necessity in the eyes of young people and their parents.

4) Decay of cities and regions in the nation. While schools are not directly responsible, many persons feel that the disasters occurring in the cities' educational systems may be contributing to the problem.

5) Disrespect for law and justice. Again, there is great hope the schools may be able to turn the trend around.

6) Lack of hope for many adults. This is especially true for those with few educational or employment skills. No doubt the schools will be asked to do more for this group of citizens.

7) Conserving natural resources. The sudden recognition that human resources are our greatest wealth and that natural resources are becoming in short supply will undoubtedly increase the pressure for schools to "educate" people on this issue.

8) Public financing of social programs. This especially will place the Superintendent in the role of leadership regarding this problem - one that is fast becoming of crisis proportions.

9) The structure and organization of education. The solution to this problem will require much more than "tinkering" with present patterns and has become a major issue in Superintendent and School Board operating relationships.

Negotiating a Contract

Pressures on both the Board of Education and the Superintendent grow out of these issues and are the cause of much of the trend toward Boards moving into administrative areas which are properly the role of the Superintendent. The contract is thus a key factor in defining Board and Superintendent that will allow each to work most effectively in policy setting and administration. If the Superintendent "gets the job" without a contract that contains the elements allowing procedures that each agree to before the pressures begin; it is very unlikely that they can be developed after the problem confronts either or both parties. The time to negotiate a good contract is before the administrator gets the job, in effect, during the process of being hired.

The Elements of Model Contract

There can be no single contract form that will fit all situations but the following specifics must be considered and clearly spelled out in every contract - to the satisfaction of both parties.

I. The conditions of employment

A. These would include the length of the contract, the salary to be paid each year, the Board's right to ammend the annual salary during the contract but not to adjust below the salary below the figures stated in the original contract except it is a uniform plan affecting all employees. Any adjustment shall be considered part of the original contract and not a new one. The board may by specific action, mutually agreed to, extend the termination date.

B. Conditions of discharge shall be defined and given in writing at the time the contract becomes effective, provided the Superintendent shall have the right to written charges, notice of hearing and the right to counsel at the hearing at his expense.

C. The Superintendent shall hold a valid certificate as defined in state law or by Board definition to act as Superintendent.

D. The Superintendent agrees to devote his time, skill, labor and attention to the job during the contract and by specific agreement with the Board, he may undertake certain other professional duties and obligations which may add to his ability to do the job.

E. Termination of contract for disability of the Superintendent or causes beyond his control which exist for a period of more than _____during the school year allows the Board in its discretion to make a proportionate deduction in salary. If disability is of such nature and length to make the performance of his duties impossible, the Board may, at its option, terminate the agreement.

F. The Superintendent shall fulfill all aspects of this contract; any exception shall be by mutual written consent of the Board of Education.

II. Fringe Benefits

A. A medical examination certifying physical competency should be part of the contract.

B. Days of annual and sick leave should be included.

C. Moving expenses to the job should be stated in the contract.

D. The Superintendent should receive life and health insurance, terminal pay and other personal benefits accruing to other professional employees.

E. The Board should provide the Superintendent with transportation required in the performance of official duties or provide him cash allowance in lieu of transportation or mileage at the set rate.

-more-

F. The Board, at the request of the Superintendent and in accordance with state law, shall withhold and transfer an amount of salary, periodically, permitting the Superintendent to participate in a tax deferred annuity program of his choosing.

III. Duties and Responsibilities of the Board and the Superintendent

A. The specific role of the Superintendent as Chief Executive Officer of the Board and Chief Administrator of the school system should be clearly spelled out in written Board Policies of the District and formally adopted or they should be determined and made part of the contract either as a reference to the official policies or as an addendum to the contract.

B. The role of the Board as the policy making body when acting as a Board, and not individually as members, should be part of the contract, either in the form of references to Board policy or enacted as part of the contract agreement.

C. A frank and full discussion of the separation of policy setting and administration is fundamental and cannot be avoided if the parties are to function cooperatively in the future or during the life of the contract.

D. The Superintendent should have complete freedom to organize, reorganize and change the administrative and supervisory staff including instruction and business affairs. The selection, placement and transfer of all personnel is the responsibility of the Superintendent, subject to approval by the Board.

E. The Board shall individually and collectively promptly refer all complaints, criticisms and suggestions to the Superintendent for study and recommendation to the Board where their action is required.

F. The Superintendent shall keep the Board fully informed as to his administrative actions both as to reasons and outcomes.

IV. Evaluation and Renewal

Few present contracts contain specifics which allow for the review of the Superintendent's competencies on the job and the development of new skills which few, if any, educator can bring to the job at the time they sign a contract. The rate of change in management technology as well as the changing issues and problems which the schools face mandate that evaluation and renewal be made part of a contractual relationship both for the good of the school system and the effectiveness of the Chief School Administrator.

-more-

The following are fundamental:

A. The Board shall provide the Superintendent with specific opportunities to discuss Superintendent-Board relationships. In addition, an annual evaluation, on a specific date, of the Superintendent's effectiveness in carrying-out his duties and responsibilities should be part of the agreement. It shall be the responsibility of the Board to inform the Superintendent of inadequacies and weaknesses as well as the priorities they wish him to work on the following year.

B. The Superintendent shall have as part of his job responsibilities the improvement of his own leadership, administrative and management skills. A specific length of time during the working year shall be devoted to this activity. The contract should contain a specific dollar amount to pay for the necessary expenses required for visitation, study or other learning experiences necessary to improve the competency of the Superintendent. These activities shall relate to specific problems facing the district, specific inadequacies identified by the Board or the Superintendent or to new techniques and methods developed which would increase the effectiveness of the Superintendent.

The fundamental aspect of any contract is that it spells out the conditions of work and the expectations of both parties to the degree that each is clear at the beginning how they can function together. It is the joint effort that will make the difference. All too often it is assumed by both parties that any misunderstanding can be worked out after the contract is signed. This doesn't happen - especially when the times force so many new problems on both Board and the Superintendent.

There is an old saying that applies to marriage and should apply in the case of the Superintendent's contract - keep your eyes wide open before marriage and half closed afterward! Too often the reverse happens, to the regret of both parties!